EXHIBIT A

BRONX, NY 10474

735 DRAKE ST

ANA DISTRIBUTION INC.



P.O. NUMBER Fax: (718) 816-9036 300 Western Ave Staten Lland, NY 10303-1123
Phone Number: (718) 816-9330 TRUCK NO. NERT121425 NFRT121425 Boxes 218 80 CLUSTER BAGS SONIN Product s PRICE \$6,50 \$5.50 TMUOMA \$5,928.00 \$440.00 SERVICE CHARGE \$3,374.40 \$168.00

PAYMENT IN FULL DUE WITHIN 10 DAYS

TOTAL BILLED

\$9,302.40 \$608,00 CA036A . CUSTOMER

12/21/06 DATE

NERT142332 INVOICE NO.

MAKE ALL CHECKS
PAYABLE TO
PACIFIC ERUIT
INC. REMIT TO
ADDRESS ABOVE FILE COPY

PAY --> THIS AMOUNT

\$9,910.40

BRONX, NY 10474

ANA DISTRIBUTION INC.



Pacific Fruit, Inc

PAYMENT IN F	
FULL DUE WI	
NHI	
10 DAYS	

CA036A CUSTOMER

12/21/06 DATE

INVOICE NO. NFRT142444

•	Fax: (718) 816-9036							
	P.O. NUMBER	TRUCK NO.	Boxes	Product :	PRICE	AMOUNT	SERVICE CHARGE	TOTAL BILLED
		NERT121875	80.	NINOS.	\$5.50	\$440.00	\$168.00	\$608.00
	•	NFRT121875	912	CLUSTER BAGS	\$8,00	\$7,296.00	\$3,374.40	\$10,670.40
		•		•				

PAY --> THIS AMOUNT MAKE ALL CHECKS
PAYABLE TO
PACIFIC FRUIT
INC. REMIT TO
ADDRESS ABOVE FILE COPY \$11,278.40 BRONX, NY 10474

735 DRAKE ST

ANA DISTRIBUTION INC.



300 Western Aye Staten Island, NY 10303-1123 Phone Number: (718) 816-9330 Fax: (718) 816-9036

PAYMENT IN FULL DUE WITHIN 10 DAYS

CA036A

DATE 12/21/06

INVOICE NO.

NFRT142445

P.O. NUMBER TRUCK NO. NFRT121876 Boxes 960 CLUSTER BAGS Product : PRICE TNDOWY \$7,680.00 SERVICE CHARGE \$3,552.00 TOTAL BILLED . \$11,232,00

THIS

AMOUNT

MAKE ALL CHECKS

MAKE ALL CHECKS
PAYABLE TO
PACIFIC FRUIT
ING. REMIT TO
ADDRESS ABOVE

ANA DISTRIBUTION INC.

PAY -> THIS AMOUNT

\$11,278.40

MAKE ALL CHECKS PAYABLE TO PACIFIC FRUIT INC. REMIT TO ADDRESS ABOVE

FILE COPY

BRONX, NY 10474

Fax: (718) 816-9036



300 Western Aye Staten Island, NY 10303-1123
Phone Number: (718) 816-9330

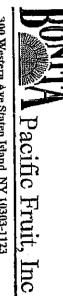
PAYMENT IN FULL DUE WITHIN 10 DAYS

CA036A CUSTOMER

12/22/06 DATE

INVOICE NO. NFRT142489

	2		, .			٠	
		:•	•				P.O. NUMBER
			يل ما م	. •	N#R11218/4	NFRT121874	TRUCK NO.
					717	80	Boxes
· ·	•		`. .•	,	CLUSTEK BAGŞ	NINOS	Product *
					\$6.00	\$5,50	PRICE
		-	•		\$1,290.00	\$440.00	AMOUNT
					\$3,3 f1,140	\$168.00	SERVICE CHARGE
			•	•	\$10,070.40	\$608.00	TOTAL BILLED



300 Western Ave Staten Island, NY 10303-1123
Phone Number: (718) 816-9330

Fax: (718) 816-9036

P.O. NUMBER TRUCK NO. NFRT122263 Boxes 960

CLUSTER BAĞS

\$8,00

\$7,680.00

\$3,552.00

\$11,232.00

Product :

PRICE

AMOUNT .

SERVICE CHARGE

TOTAL BILLED

PAYMENT IN FULL DUE WITHIN 10 DAYS

1/2/07

CA036A CUSTOMER

DATE

INVOICE NO.

NFRT142565

FILE COPY

MAKE ALL CHECKS
PAYABLE TO
PACIFIC FRUIT
INC. REMIT TO
ADDRESS ABOVE \$11,232.00

735 DRAKE ST

ANA DISTRIBUTION INC.

BRONX, NY 10474

PAY -> THIS AMOUNT



300 Western Aye Staten Island, NY 10303-1123
Phone Number: (718) 816-9330

PAYMENT IN FULL DUE WITHIN 10 DAYS

12/27/06 DATE

INVOICE NO. NFRT142832

CUSTOMER CA036A

Fax

	Fax: (718) 816-9036	036		-				
٠.	P.O. NUMBER	TRUCK NO.	Boxes	Product +	PRIÇE	AMOUNT	SERVICE CHARGE	TOTAL BILLED
	. ,	NERT122259	80	NINOS	\$5.50	\$440.00	\$168,00	\$608.00
		NFRT122259	912	CLUSTER BAGŞ	\$8.00	\$7,296.00	\$3,374.40	\$10,670.40
							•	

735 DRAKE ST ANA DISTRIBUTION INC.

PAY-> THIS AMOUNT

\$11,278.40

BRONX, NY 10474

FILE COPY

MAKE ALL CHECKS
PAYABLE TO
PACIFIC FRUIT
INC, REMIT TO
ADDRESS ABOVE



PAYMENT IN FULL DUE WITHIN 10 DAYS

12/27/06 DATE

INVOICE NO. NFRT142833

CUSTOMER CAB36A

P.O. NUMBER Fax: (718) 816-9036 NFRT122266 TRUCK NO. Boxes 960 CLUSTER BAGS Product : **PRIÇE** \$8.00 AMOUNT \$7,680.00 SERVICE CHARGE \$3,552.00 TOTAL BILLED · \$11,232.00

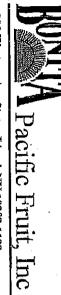
ANA DISTRIBUTION INC.

735 DRAKE ST

BRONX, NY 10474

MAKE ALL CHECKS PAYABLE TO PACIFIC FRUIT TO ADDRESS ABOVE FILE COPY \$11,232.00

PAY -> THIS AMOUNT



300 Western Ave Staten Island, NY 10303-1123
Phone Number: (718) 816-9330

Phone Munider: (718) 816-9336	36 36	•	•				
P.O. NUMBER TRUCK NO.	TRUCK NO.	Boxes	Product :	PRIÇE	AMOUNT	SERVICE CHARGE	
	NFRT122261	80	SOMIN	\$5,50	\$440.00	\$168.00	
•	NFRT199961	912	CHISTER BAGS	\$8.00	\$7,296,00	\$3.374.40	

PAYMENT IN FULL DUE WITHIN 10 DAYS

TOTAL BILLED

\$608.00 \$10,670.40 DATE 12/29/06

INVOICE NO.
NFRT142998

CA036A

THIS

AMOUNT MAKE ALL CHECKS
PAYABLE TO
PACTURE FRUIT
INC. REMIT TO
ADDRESS ABOVE

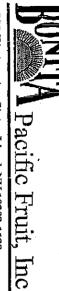
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BRONX, NY 10474

735 DRAKE ST

ANA DISTRIBUTION INC.

BRONX, NY 10474



Phone Number: 300 Western Ave Staten Island, NY 10303-1123 (718) 816-9330

P.O. NUMBER

TRUCK NO.

Boxes

Product

PRICE

AMOUNT

SERVICE CHARGE

TOTAL BILLED

NFRT122265

960

CLUSTER BAGS

\$8.00

\$7,680.00

\$3,552.00

\$11,232.00

Fax: (718) 816-9036

PAYMENT IN FULL DUE WITHIN 10 DAYS

CA036A CUSTOMER

12/29/06 DATE

NFRT142999

INVOICE NO.

ANA DISTRIBUTION INC. PAY -> THIS AMOUNT \$11,232.00

FILE COPY

MAKE ALL CHECKS
PAYABLE TO
PACIFIC FRUIT
INC. REMIT TO
ADDRESS ABOVE

P.O. NUMBER

TRUCK NO.

Boxes

Product

PRIÇE

AMOUNT

SERVICE CHARGE

TOTAL BILLED

\$7,680.00

\$3,552.00

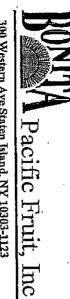
\$11,232.00

NFRT122267

960

CLUSTER BAGS

Fax: (718) 816-9036



300 Western Aye Staten Island, NY 10303-1123
Phone Number: (718) 816-9330

CUSTOMER CA036A

PAYMENT IN FULL DUE WITHIN 10 DAYS

12/29/06 DATE

INVOICE NO. NFRT143000

ANA DISTRIBUTION INC.

735 DRAKE ST

BRONX, NY 10474

PAY -> THIS AMOUNT.

MAKE ALL CHECKS
PAYABLE TO
PACIFIC FRUIT
INC. REMIT TO
ADDRESS ABOVE \$11,232.00

ANA DISTRIBUTION INC.

BRONX, NY 10474

P.O. NUMBER

TRUCK NO.

Boxes

Product :

PRICE

AMOUNT

SERVICE CHARGE

TOTAL BILLED

Fax : (718) 816-9036



CA036A

DATE 1/8/07

INVOICE NO.

NERT143160

300 Western Ave Staten Eland, NY 10303-1123
Phone Number: (718) 816-9330

PAYMENT IN FULL DUE WITHIN 10 DAYS

NFRT122584 960 CLUSTER BAGS \$9.00 \$8,640.00 \$3,552.00 \$12,192.00

DAY .

PAY -> THIS AMOUNT

\$12,192.00

MAKE ALL CHECKS
PAYABLE TO
PACIFIC FRUIT
INC. REMIT TO
ADDRESS ABOVE



TRUCK NO.

NFRT122584

#

BONITA NAKEDS

P.O. NUMBER

Fax: (718) 816-9036

Boxes

Product :

PRICE

\$7.00

AMOUNT

SERVICE CHARGE

TOTAL BILLED

\$513.60

\$336,00

\$177.60

CA036A CUSTOMER

1/8/07

PAYMENT IN FULL DUE WITHIN 10 DAYS

DATE

INVOICE NO.

NFRT143161

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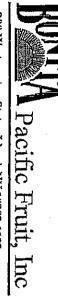
735 DRAKE ST ANA DISTRIBUTION INC.

BRONX, NY 10474

PAY-> THIS AMOUNT

\$513.60

MAKE ALL CHECKS PAYABLE TO PACIFIC FRUIT INC. REMIT TO ADDRESS ABOVE



Phone Number: 300 Western Ave Staten Island, NY 10303-1123 (718) 816-9330

P.O. NUMBER Fux: (718) 816-9036 TRUCK NO.

Boxes

Product :

PRIÇE

AMOUNT

SERVICE CHARGE

TOTAL BILLED

NERT122579

960

CLUSTER BAGS

\$9,00

\$8,640.00

\$3,552.00

\$12,192.00

PAYMENT IN FULL DUE WITHIN 10 DAYS

CA036A CUSTOMER

NFRT143200 . INVOICE NO.

DATE 1/8/07

PAY --> THIS AMOUNT MAKE ALL CHECKS
PAYABLE TO
PACIFIC FRUIT
INC. REMIT TO
ADDRESS ABOVE FILE COPY \$12,192.00

ANA DISTRIBUTION INC.

735 DRAKE ST

BRONX, NY 10474

P.O. NUMBER

TRUCK NO.

Boxes

Product :

PRICE

AMOUNT

SERVICE CHARGE

TOTAL BILLED

NERT122581

960

CLUSTER BAGS

\$9.00

\$8,640.00

\$3,552.00

\$12,192.00

Pux: (718) 816-9036



CUSTOMER CA036A

DATE 1/8/07

INVOICE NO. NFRT143201

PAYMENT IN FULL DUE WITHIN 10 DAYS

ANA DISTRIBUTION INC.

735 DRAKE ST

BRONX, NY 10474

PAY --> THIS AMOUNT

MAKE ALL CHECKS PAYABLE TO PACIFIC FRUIT INC. REMIT TO ADDRESS ABOVE \$12,192,00

BRONK, NY 10474

ANA DISTRIBUTION INC.

P.O. NUMBER

TRUCK NO.

Boxes

Product *

PRIÇE

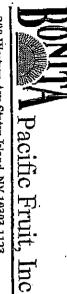
TUNOMA

SERVICE CHARGE

TOTAL BILLED

\$12,192.00

Fax: (718) 816-9036 Phone Number:



300 Western Ave Staten Island, NY 10303-1123 (718) 816-9330

PAYMENT IN FULL DUE WITHIN 10 DAYS

1/11/07 DATE

INVOICE NO.

NFRT143566

CUSTOMER CA036A

NFRT122582 960 CLUSTER BAGS \$8,640.00 \$3,552,00

PAY-> THIS AMOUNT \$12,192.00

MAKE ALL CHECKS
PAYABLE TO
PACIFIC ERUIT
INC. REMIT TO
ADDRESS ABOVE

EXHIBIT B

Case 1:07-cv-04665-DC Document 14-2 Filed 09/07/2007 Page 18 of 18

Uniform Conditions Governing Sales

PACIFIC FRUIT INC. (thereinalier called "Pacific Fault") has established these Uniform Conditions Coverning Sales to govern all sales of bananas and other products. The products described on the face hereof ("Products") are sold by Pacific Equit to the purchaser shown on the face hereof ("Purchaser").

1. All Products are sold by Pacific Fruit and delivered to the Furchaser F.O.B. port of discharge. Trile and risk of loss or sdamage to Products passes to Parchaser upon delivery to the Purchaser's castlet in threeminal

- 2. The Loading Ticket seconying the actual number of boxes of Products delivered to the Purchaser shall be final and conclusive upon Purchaser and Pacific Froit
- 3. Purchaser shall pre the invalor prior off charges attributable to delay in Purchaser's earlier arrival, at the terminal for pickap of Purchaser's Products where applicable, demurrage, loading products where applicable, demurrage, loading carring and other similar charges), unless a special arrangement shall be made respecting the payment of such freight and demurrage charges in any offereness. The assumption of navment of any charge by Pacific Bruit for the benefit or the purchaser shall not private that not private and risk of loss in Hamses to Products.
- 4. Payment by Purimeter to Purific Fruit of invoice and other charges shall unless otherwise specified on the face hereof, be Net for have from the date of delivery of the Products to the Purchaser at the terminal. Pacific Pruit reserves the right to usees a law charge at a rate of interest equal to the rate allowable by law.
- 5. After delivery of the Products to Purchaser at the terminal the Purchaser shall bear all loss on account of damage to or deterioration of the Products arising from any cause whatsoever.
- 6. Pacific Pruit agrees to investigate properly every claim made as hereinafter provided and will make prompt and fair adjustment thereof if found meritorious. The Purchaser, however, shall in every instance pay to Pacific Fruit the full amount of invoice without any right of deduction or set off whatsoever, and shall abide by the decision of Pacific Fruit with respect to any claim and accept the full satisfaction thereof any allowance made by Pacific Fruit. No allowance made for whatever cause shall have the effect of impairing or effecting any of the provisions hereof nor shall it constitute any precedent for any claim. In no event shall Pacific Fruit be responsible for any loss of profits or consequential damages.
- 7. Notice of every claim against Pacific Fruit must be given to Pacific Fruit by telephone (718-816-9330) or in writing by facsimile transmission (718-816-9036) immediately after the arrival at it's destination of the carrier's vehicle containing the Products that are the subject of such claim. In order to allow Pacific Fruit an opportunity to inspect the Products, such notice shall specify the defects complained of, the date of such arrival, and the date the Products will leave the Purchaser's facility. Unless the claim is previously settled in writing by an authorized representative of Pacific Fruit, a formal written claim with supporting loss statement must be sent by Purchaser, within 30 days after the date of the original notice of claim, directly to Pacific Fruit by facsimile transmission at the above number or by mail to 300 Western Ave., Staten Island, New York 10303 Pacific Fruit shall have the right to request reasonable additional supporting documents, including, with limitation, pertinent sales records and verified disposal certificate for any Products delivered hereunder requiring disposal, Purchaser shall make all reasonable efforts to minimize any losses regarding the Products claimed to be defective.
- 8. Every order given to facific Fruit whether by telephone, telegraph, facsimile, in writing or otherwise shall be regarded as being made under and subject to the terms and condition, contained in these Uniform Conditions Governing Sales. Every purchase from Pacific Fruit of Products and every sale thereof by Pacific Fruit shall be upon and subject to the terms and provisions of these Uniform Conditions Governing Sides in every respect unless waived in a writing signed by the President of Sales Manager of Pacific Fruit, it being expressly stated and understood that no other employee or representative of Pacific Fruit excepting the President, Vice President or Sales Manager has any authority to make any sale, or contract for sale, of Products except upon and subject to these Uniform Conditions Governing Sales. Failure of Pacific Fruit to insist upon the performance of any provision of these Uniform Conditions Governing Sales or to exercise any right or remedy available to Pacific Fruit pursuant hereto shall not constitute a waiver of any other provisions hereof or of any subsequent right or remedy.
- 9. Purchaser agree to pay prejudgment interest, attorneys' fees and other costs incurred by Pacific Fruit in legal action to obtain payment of invoice and other charges. Purchaser agrees that jurisdiction and venue over any such action shall be the jurisdiction and venue of Pacific Fruit's home office.
- 10. The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by section 5(c) of the Perishable Agricultural Commodities Act. 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food ar other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received.
- 11. All of tire above is understood to apply to railroad cars, trucks and/or trailer touds of Products whether such vehicles are owned or hired by the Purchaser directly or by Pacific Fruit on behalf of the Purchaser of Products